



DEC 08 2005

Jon A. Birmingham
Registration No. 51,222
Attorney for Applicants

65.00 DA

U.S. Application No. 10/817,543, shall be enforceable only for and during such period that it and U.S. Patent No. 6,656,555 are commonly owned. This agreement runs with any patent granted on Application No. 10/817,543 and is binding upon the grantee, its successors or assigns.

In making the above disclaimer, Malessa Partners, does not disclaim the terminal part of any patent granted on the instant application that would extend to the expiration date of the full statutory term as defined in 35 U.S.C. §§ 154 to 156 of U.S. Patent No. 6,656,555 in the event that U.S. Patent No. 6,656,555 expires for failure to pay a maintenance fee, is held unenforceable, is found invalid by a court of competent jurisdiction, is statutorily disclaimed in whole or terminally disclaimed under 37 C.F.R. § 1.321, has all claims cancelled by a reexamination certificate, is reissued, or is otherwise terminated prior to the expiration of its full statutory term.

Malessa Partners, L.L.C. hereby disclaims, except as provided below, the terminal part of the statutory term of any patent granted on the present Application No. 10/817,543 extending beyond the expiration date of the full statutory term, as defined by 35 U.S.C. §§ 154 to 156, of any patent granted on U.S. Patent Application Serial No. 10/395,360. Malessa Partners, L.L.C. hereby agrees that any patent so granted on the instant application, U.S. Application No. 10/817,543, shall be enforceable only for and during such period that it and any patent granted on U.S. Patent Application Serial No. 10/395,360 are commonly owned. This agreement runs with any patent granted on Application No. 10/817,543 and is binding upon the grantee, its successors or assigns.

In making the above disclaimer, Malessa Partners, does not disclaim the terminal part of any patent granted on the instant application that would extend to the expiration date of the full statutory term as defined in 35 U.S.C. §§ 154 to 156 of any patent granted on U.S. Patent Application Serial No. 10/395,360 in the event that any patent granted on U.S. Patent Application Serial No. 10/395,360 expires for failure to pay a maintenance fee, is held unenforceable, is found invalid by a court of competent jurisdiction, is statutorily disclaimed in whole or terminally disclaimed under 37 C.F.R. § 1.321, has all claims cancelled by a reexamination certificate, is reissued, or is otherwise terminated prior to the expiration of its full statutory term.

Application No. 10/817,543
Terminal Disclaimer

Malessa Partners, L.L.C. hereby disclaims, except as provided below, the terminal part of the statutory term of any patent granted on the present Application No. 10/817,543 extending beyond the expiration date of the full statutory term, as defined by 35 U.S.C. §§ 154 to 156, of any patent granted on U.S. Patent Application Serial No. 10/817,459. Malessa Partners, L.L.C. hereby agrees that any patent so granted on the instant application, U.S. Application No. 10/817,543, shall be enforceable only for and during such period that it and any patent granted on U.S. Patent Application Serial No. 10/817,459 are commonly owned. This agreement runs with any patent granted on Application No. 10/817,543 and is binding upon the grantee, its successors or assigns.

In making the above disclaimer, Malessa Partners, does not disclaim the terminal part of any patent granted on the instant application that would extend to the expiration date of the full statutory term as defined in 35 U.S.C. §§ 154 to 156 of any patent granted on U.S. Patent Application Serial No. 10/817,459 in the event that any patent granted on U.S. Patent Application Serial No. 10/817,459 expires for failure to pay a maintenance fee, is held unenforceable, is found invalid by a court of competent jurisdiction, is statutorily disclaimed in whole or terminally disclaimed under 37 C.F.R. § 1.321, has all claims cancelled by a reexamination certificate, is reissued, or is otherwise terminated prior to the expiration of its full statutory term.

The Commissioner is hereby authorized to charge Deposit Account No. 06-1135 in the amount of \$65.00 to cover the fee set forth in 37 C.F.R. § 1.20(d). The Commissioner is hereby authorized to charge any additional fees which may be required with respect to this communication or credit any overpayment to Deposit Account No. 06-1135.

Date: December 6, 2005

Fitch, Even, Tabin & Flannery
120 South LaSalle Street, Suite 1600
Chicago, Illinois 60603-4277
Telephone: (312) 577-7000
Facsimile: (312) 577-7007

Respectfully submitted,

Fitch, Even, Tabin & Flannery



Jon A. Birmingham
Registration No. 51,222